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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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13 BOARD OF TRUSTEES OF THE SHEET METAL)
WORKERS HEALTH CARE PLAN OF NORTHERN)
14 CALIFORNIA, SHEET METAL WORKERS)
PENSION TRUST OF NORTHERN)
15 CALIFORNIA, SHEET METAL WORKERS)
LOCAL 104 VACATION, HOLIDAY SAVINGS)
16 PLAN; ANTHONY ASHER, TRUSTEE,)
)
17 Plaintiffs,)
)
18 vs.)
)
19 MTB, INC., a California corporation)
)
20)
21 Defendant.)
_____)

NO. 07 3204 PJH (MEJ)

JUDGMENT PURSUANT TO
STIPULATION

22 It appearing that Plaintiffs BOARD OF TRUSTEES OF THE SHEET METAL
23 WORKERS HEALTH CARE PLAN OF NORTHERN CALIFORNIA, SHEET METAL WORKERS PENSION
24 TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS LOCAL 104 VACATION,
25 HOLIDAY SAVINGS PLAN; ANTHONY ASHER, TRUSTEE, through their attorneys, and
26 defendant, MTB, INC., a California corporation, have entered into a
27 stipulation which provides for judgment against defendant in the amount of
28 \$12,152.34,

1 IT IS HEREBY ORDERED AND ADJUDGED that plaintiffs BOARD OF
2 TRUSTEES OF THE SHEET METAL WORKERS HEALTH CARE PLAN OF NORTHERN CALIFORNIA,
3 SHEET METAL WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL
4 WORKERS LOCAL 104 VACATION, HOLIDAY SAVINGS PLAN; ANTHONY ASHER, TRUSTEE,
5 have and recover judgment against MTB, INC., a California corporation,
6 in the amount of \$12,152.34, which is composed of the following:

7 a. Contributions and liquidated damages balances due and
8 unpaid to the Plaintiff Trust Funds for the months of December 2005,
9 May 2006 and June 2007 in the total amount of \$11,722.34;

10 b. Costs of suit incurred in this action in the amount of
11 \$430.00.

12 IT IS FURTHER ORDERED AND ADJUDGED that an abstract of
13 judgment will be recorded but execution will not issue on the judgment
14 so long as defendant fully complies with the following conditions:

15 1. Defendant shall make payments of all ongoing amounts
16 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST
17 FUNDS pursuant to contract between defendant and Local Union 104 of
18 the Sheet Metal Workers' International Association for hours worked
19 by defendant's employees, commencing with payment for February 2008
20 hours due on or before March 20, 2008 and continuing until the full
21 amount of this judgment is paid. Each of said payments will be made
22 by check payable to SHEET METAL WORKERS TRUST FUNDS and sent to the
23 administrator Associated Third Party Administrators, 1640 South Loop
24 Road, Alameda, CA 94502.

25 2. Defendant shall pay the amount of this Stipulation in
26 8 payments: On March 25, 2008 the sum of \$1,530.20 followed by 6
27 monthly installment payments of \$1,530.20 on the 25th of each month
28 succeeding month until the full amount due is paid. The Eighth

1 Installment shall be for \$1,010.94. Said installment payments will
2 be made by check payable to the SHEET METAL WORKERS TRUST FUNDS and
3 sent to the collection attorney, ERSKINE & TULLEY, 220 Montgomery
4 Street, Suite 303, San Francisco, California 94104, Attention: Michael
5 J. Carroll.

6 3. Interest shall be due on the declining balance and will
7 be computed after all payments are made.

8 4. Plaintiffs and Defendant each understand and agree that
9 any modification of payments must be made in writing and agreed to by
10 both the Plaintiffs and the Defendant.

11 IT IS FURTHER ORDERED AND ADJUDGED by the parties hereto
12 that upon failure of the Defendant to make any of their monthly
13 contribution payments pursuant to the collective bargaining agreement
14 as set forth in paragraph 1 above, and the monthly installment
15 payments in a timely manner as required pursuant to the terms of
16 paragraph 2 of this stipulation, execution on the entire judgment in
17 the amount of \$12,152.34 reduced by any offsets for payments made,
18 shall issue only after ten (10) days written notice to the Defendant
19 that Plaintiffs or Plaintiffs' attorney declares a default and intends
20 to file a Declaration stating that a default has occurred on the part
21 of the defendant. Defendant waives notice of any hearing held by the
22 court upon the earlier execution of this judgment or Plaintiffs'
23 declaration.

24 This judgment shall cover only the amounts paid pursuant to
25 this stipulated judgment. The judgment does not include any unknown
26 amounts due to the Plaintiffs for the months of August and September
27 2004 which may be discovered at a later date, and specifically does
28 not waive the right of the Trust Funds to audit the employer for that

1 time period and collect any additional monies found delinquent as a
2 result of an audit.

3 Dated: _____

Honorable Marie-Elena James